

DEPARTMENT OF TRANSPORTATION

FEDERAL AVIATION ADMINISTRATION

ONE AVIATION PLAZA
JAMAICA, NEW YORK 11434



REQUEST FOR OFFER NO.: DTFAEN-13-R-00003,
JANITORIAL/CUSTODIAL SERVICES FOR AIR TRAFFIC
CONTROL TOWER AND BASE BUILDING ,WILKES-BARRE/
SCRANTON AIRPORT,DUPONT, PA.

SOLICITATION, OFFER AND AWARD				PAGE OF PAGES 1 43	
1. CONTRACT NO.		2. SOLICITATION NUMBER DTFAEN-13-R-00003		3. SOLICITATION TYPE <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)	
		4. DATE ISSUED 12/07/2012		5. REQUISITION/PURCHASE NUMBER	
6. ISSUED BY FEDERAL AVIATION ADMINISTRATION EASTERN SERVICE AREA AAQ-510-NY ACQUISITION GROUP 1 AVIATION PLAZA JAMAICA NY 11434-4809		CODE AAQ510NY-AFN		7. ADDRESS OFFER TO (If other than Item 6)	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

8. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if hand carried, in the depository located in _____ until 1700 ET local time 01/23/2013
(Hour) (Date)

CAUTION: LATE Submissions, Modifications and Withdrawals. All offers are subject to all terms and conditions contained in this solicitation.

9. FOR INFORMATION CALL	A. NAME Frederick A. Lockridge	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Fred.Lockridge@faa.gov
		AREA CODE 718	NUMBER 553-3087	EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 11 does not apply if the solicitation includes Minimum Bid Acceptance Period.

11. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

12. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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13. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

14A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

14B. TELEPHONE NUMBER			14C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	16. SIGNATURE	17. OFFER DATE
AREA CODE	NUMBER	EXT.			

AWARD (To be completed by CONTRACT AUTHORITY)

18. ACCEPTED AS TO ITEMS NUMBERED	19. AMOUNT	20. ACCOUNTING AND APPROPRIATION	
21. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:		22. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
23. ADMINISTERED BY (If other than Item 6)	CODE	24. PAYMENT WILL BE MADE BY	CODE
25. NAME OF CONTRACTING OFFICER (Type or print) Frederick A. Lockridge		26. CONTRACT AUTHORITY (Signature of Contracting Officer)	27. AWARD DATE

IMPORTANT - Award will be made on this Form, or by other authorized official written notice.

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The contractor will be responsible for furnishing all supervision, labor, materials, supplies and equipment to perform janitorial services with a total of approximately 8,400 square feet occupied by the Federal Aviation Administration, Air Traffic Control Tower (ATCT) and Base Building located at Wilkes-Barre/Scranton Airport, 534 Lidy Road, Dupont, PA in accordance with contract clauses, wage determination and statement of work.</p> <p>Service Contract Act,Wage Determination No.2005-2453, Rev No.12, Date of Revision 06/13/2012. Period of Performance: 03/01/2013 to 02/28/2014</p>				

PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST

The contractor will be responsible for furnishing all supervision, labor, materials, supplies and equipment to perform janitorial services with a total of approximately 8,400 square feet occupied by the Federal Aviation Administration, Air Traffic Control Tower (ATCT) and Base Building located at Wilkes-Barre/Scranton Airport, 534 Lidy Road, Dupont, PA in accordance with contract clauses, wage determination and statement of work.

Base Period: FY-13 -14

March 1, 2013 – February 28, 2014

First Option Year: FY-14-15

March 1, 2014 – February 28, 2015

Second Option Year: FY-15-16

March 1, 2015 – February 28, 2016

Third Option Year: FY-16-17

March 1, 2016– February 28, 2017

Fourth Option Year: FY-17-18

March 1, 2017– February 28, 2018

Five (5) Year Total: FY-13 to FY-18

Quantity	Unit	Unit Price	Amount
12	MO	\$ _____	\$ _____
12	MO	\$ _____	\$ _____
12	MO	\$ _____	\$ _____
12	MO	\$ _____	\$ _____
12	MO	\$ _____	\$ _____
			\$ _____

This acquisition is an open competition. The North American Industry Classification System (**NAICS**) code is **561720**.

****A MANDATORY SITE VISIT IS REQUIRED.****

A site visit can be requested by Prospective Offerors to inspect Air Traffic Control Tower (ATCT) and Base Building located at Wilkes-Barre/Scranton Airport, 534 Lidy Road, Dupont, PA 18641. All site visits shall be arranged for January 09, 2013 at 11:00A.M. Interested contractors shall contact, Mary Evans, Administrative Assistant, 48 hours prior to January 09, 2013 at Telephone Number 570-655-7511 Ext. 5231 to make arrangement.

**** Offers will be Only accepted from those contractors who have attended this walk-thru to assure a full understanding of the requirement.**

Proposals will Only be accepted from potential offerors that have an office that is located within a Hundred (100) mile radius of 534 Lidy Road, Dupont, PA 18641 and that for at least the last year has been constantly staffed and engaged in day to day-business.

**All offerors shall complete and return required submissions listed on Page 38
no later than 4:00 P.M., Wednesday, January 23, 2013 to:**

FAA

1 Aviation Plaza

Jamaica, NY 11434-4809

Attn: Frederick A. Lockridge – Contracting Officer 718-553-3087

E:Mail Address: fred.lockridge@faa.gov

**PART I - SECTION C
SCOPE OF WORK**

**JANITORIAL/CUSTODIAL SERVICE
AIR TRAFFIC CONTROL TOWER AND BASE BUILDING
WILKES-BARRE/ SCRANTON AIRPORT
DUPONT, PA**

JANITORIAL/CUSTODIAL SERVICE -- AIR TRAFFIC CONTROL TOWER AND
BASE BUILDING AT WILKES-BARRE/SCRANTON INTERNATIONAL AIRPORT, DUPONT,
PENNSYLVANIA

Proposed contract for the Janitorial/Custodial Services at the Wilkes-Barre/Scranton
International Airport, Air Traffic Control Tower (ATCT), Dupont, PA.

Item 1: Contractor to provide all necessary labor, materials (including lavatory supplies), tools and
equipment to perform janitorial/custodial services in accordance with the attached specifications for the
Federal Aviation Administration, Air Traffic Control Tower, Base building and Tower at the Wilkes-
Barre/Scranton Airport.

C.1 Specifications for Janitorial/Custodial Services AVP ATCT, Dupont, PA.

PREMISES TO BE SERVED

Janitorial/Custodial services set forth herein shall be performed in the following areas occupied by the
FAA in the Air Traffic Control Tower and Base Building located at
534 LIDY ROAD, DUPONT, PA 18641

(A) BASE BUILDING: The Portion of the Base Building covered in this contract
Is approximately 8,400 square feet.

(1) All carpeted floor areas in the base building: Lobby / Reception Areas
Rooms 11, 12, 13, 14, 15, 21, 22, 23, 24, 25, 33, 34, 35, 41, 42, 43, 44, 45, 71, 82

(2) All Tiled/Concrete floor: Rooms 32, 36, 51, 52, 53, 54, 55, 72, 92, 93, 101 .All hallway
links, entrance foyers, elevator,

(3) Room 81, Equipment Room. This is a special care tiled area requiring a mild detergent,
no wax, and minimum content of moisture. Any mops, etc. used for this area should not be used in other
areas.

(B) AIR TRAFFIC CONTROL TOWER

(1) 6th Floor Briefing Room, Mens Room, Ladies Room, Associated hallways, tower cab, 2
stairways

SPECIAL NOTE

- (1) Janitorial Services in rooms containing electronic equipment shall be performed during working hours of the AVP SSC Facility Manager or authorized representative.
- (2) Window washing shall be performed during the daylight hours.
- (3) The work must be approved and accepted by the Facility Manager or authorized representative.
- (4) All work must be performed satisfactorily within time intervals designated on the work schedule. If work is not completed satisfactorily within the time intervals indicated, a deduction from the monthly payment will be warranted.
- (5) Adequate toilet, ATCT, and break-room supplies, towels, toilet tissue, bowl deodorants, liquid hand soap and dispensers shall be furnished by the contractor.
- (6) The supplies furnished by the contractor shall be a good commercial grade, acceptable to the SSC Manager or authorized representative.
- (7) The contractor shall furnish the necessary labor, tools, equipment and materials to perform the required functions.
- (8) The contractor shall remove all trash from the building covered by this contract.
- (9) All work shall be performed in a workmanlike manner with a minimum of interference and inconvenience to personnel on duty.
- (10) Contractor shall supply plastic trash liners for all waste baskets. Liners shall be
- (11) The Janitorial services shall be performed between the hours of 9am – 4pm
7 days a week including legal holidays observed by the FAA.
- (12) Supply and replace all light bulbs in the following areas: All administrative and equipment spaces in base building (not including specialty bulbs found in operations areas, TRACON, Tower Cab, parking lot lights, sidewalk lights or exterior spotlights)

DAILY WORK EXCLUDING WEEKENDS

- (1) Empty wastepaper baskets in all rooms (including bulky material/cartons) and dispose of refuse. Liners for wastebaskets shall be replaced in a timely basis to prevent odors or unsanitary conditions.
- (2) Vacuum/ Sweep all carpeted/tiled/concrete floors Rooms 1-9, 11, 15, 21, 35, 36, 51, 91, 101, Tower Cab and all hallways and entrance vestibules
- (3) Vacuum/Sweep stairs from elevator on 6th floor to the tower cab and briefing room.
- (4) Clean all restrooms thoroughly and replenish necessary supplies. 1st floor rooms 32, 52, 53, 54, 55, and 6th floor men's and women's room.
- (5) Clean sink, range, refrigerator, microwave oven in the break-room and tower cab. Included also are 1st floor water fountain and 6th floor briefing room sink.
- (6) Dust consoles, window sills, and furniture in the tower cab. Clean with damp cloth as required.
- (7) Damp mop tiled floors, excluding storage areas. Clean elevator walls.
- (8) Spot clean wall coverings in all areas as required.
- (9) Clean white board in the conference room 33
- (10) Empty ashtrays in smoking room 93

DAILY WORK ON WEEKENDS

- (1) Clean all sinks, break rooms and restrooms thoroughly. Replenish necessary supplies.
- (2) Empty wastepaper baskets in rooms listed under number 1 and smoke room ashtray

WEEKLY WORK

- (1) Vacuum all administrative offices rooms 12, 13, 14, 22, 23, 24, 25, 33, 34, 41, 42, 43, 44, 45
- (2) Dust window sills, furniture in administrative office rooms listed in number 1

- (3) Dust the read and initial area in hallway by TRACON entrance.
- (4) Damp mop hallways

BI- WEEKLY WORK

- (1) Wash and clean windows in the control Tower, inside and out. The controller in charge must certify the work as being satisfactory
- (2) Clean inside of all windows
- (3) Clean all window blinds (EXCLUDING BLINDS IN TOWER CAB)
- (4) Wipe down door handles, switch plates, and furniture in Room 91 Smoking Room
- (5) Provide and empty one 4 yard front loader dumpster.

MONTHLY

- (1) Clean door kick plates

QUARTERLY WORK

- (1) Clean both stairways ---sweeping / damp mopping as required
- (2) Clean all light fixtures
- (3) Clean outside Base building windows

SEMI-ANNUAL WORK

- (1) Clean air conditioner and heater vents
- (2) Strip, wax, buff all tile/concrete floors within designated space defined in "Premises to be Served"
- (3) Remove and clean all vestibule grating

PART I - SECTION D
PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E
INSPECTION AND ACCEPTANCE

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

3.10.4-1 Contractor Inspection Requirements (April 1996)

3.10.4-4 Inspection of Services - Both Fixed-Price & Cost Reimbursement (April 1996)

(a) 'Services,' as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge if a fixed-price contract, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount, or if a cost reimbursement type contract, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may:

(1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and

(2) reduce the contract price, or any fee payable under the contract, to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service, (or if a cost reimbursement contract, reduce any fee payable by an amount that is equitable under the circumstances), or

(2) terminate the contract for default.

(End of clause)

PART I - SECTION F DELIVERIES OR PERFORMANCE

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.10.1-9	Stop-Work Order (October 1996)
3.10.1-11	Government Delay of Work (April 1996)
3.10.1-24	Notice of Delay (March 2009)

F.1 CONTRACT TERMS

The period of performance for this contract is March 01, 2013 through February 28, 2014 with four (4) one (1) year option periods:

Base Period:	March 01, 2013 - February 28, 2014
First Option Period:	March 01, 2014 - February 28, 2015
Second Option Period:	March 01, 2015 - February 28, 2016
Third Option Period:	March 01, 2016 - February 28, 2017
Fourth Option Period:	March 01, 2017 - February 28, 2018

F.2 PLACE OF PERFORMANCE

All work will be performed at:

DOT/FAA WILKES-BARRE ATCT
Wilkes-Barre/Scranton Airport
534 Lidy Road
Dupont, PA 18641

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

3.13.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.10.1-22 Contracting Officer's Representative (April 2012)

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

(End of Clause)

G.1 NAMES AND ADDRESSES OF THE KEY GOVERNMENT PERSONNEL

Contracting Officer:	Frederick A. Lockridge Department of Transportation Federal Aviation Administration Contracts Branch, AAQ-510-NY 1 Aviation Plaza Jamaica, NY 11434 (718) 553-3087 fred.lockridge@faa.gov
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Contracting Officer's Representative:	David C. Nygren Department of Transportation Federal Aviation Administration AVP SSC 534 Lidy Road Dupont, PA 18641 (973) 575-6448 david.c.nygren@faa.gov
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G.2 CORRESPONDENCE PROCEDURES

All correspondence should be addressed to the Contracting Officer with a copy to his representative.

G.3 AUTHORITIES

No person other than the Contracting Officer is authorized to change any clause, provision or requirement of this contract, except as provided in writing by the Contracting Officer.

G.4 BILLING INSTRUCTIONS

a. Payment will be made, upon submission of proper invoices, of the amount due under the contract for work performed to the end of the preceding month; provided, that if the work required to be performed under the contract shall not have been fully and satisfactorily completed to that date, deductions shall be made as provided herein.

b. At the end of the last month of the contract period, the amount due the contractor under this contract will be paid upon the presentation of a properly executed and duly certified voucher; therefore, after the contractor shall have furnished the Government with a release, if required, of all claims against the Government arising under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the contractor from the operation of the release in stated amounts to be set forth therein. The Government's exact contract number must appear on each invoice.

c. In the event this contract becomes effective or terminates during the course of a month, the amount to be paid the contractor for the part month shall be determined by pro-rating the amount specified in the contract for a full month on the basis of the number of days involved.

G.5 PRE-COMMENCEMENT CONFERENCE

The Contracting Officer will arrange a conference at a location mutually agreeable to the Contracting Officer and the Contractor as soon as practicable after award of the contract. It will be mandatory that the Contractor, or his Representative attend.

G.6 CONDUCT OF WORK

- a. To insure the performance of desired work, in accordance with the specifications, the successful offeror is required to provide his personnel with a check list setting forth the work described in the attached specifications. Copies of all such checklists shall be submitted to Mr. David C Nygren, Contracting Officer's Representative (COR) at the FAA site for approval.

Any exceptions noted on the checklist by the COR shall be immediately corrected.

- b. The contractor shall submit, in advance, a temporary schedule indicating the dates on which the daily and weekly work will be accomplished. This schedule will be subject to change only by mutual agreement.
- c. The contractor shall submit, prior to the commencement of work under the contract, a general plan of the methods that he/she proposes to use. This plan shall include identification of the various equipment that he/she proposes to provide and its use in the performance of the work of the contract including scrubbing machines, vacuum cleaners, etc.
- d. The contractor shall provide Electronic Funds Transfer Information as per AMS Clause 3.3.1-25, contained in Section I.
- e. Contractor shall be registered in SAM, as per AMS Clause 3.3.1-33 "System for Award Management, contained in Section I.

G.7 SAFETY AND LIABILITY

The contractor shall be responsible for his/her own and his/her own subcontractor employees strict observance of all rules and regulations of the Occupational Safety and Health Administration (OSHA), applicable FAA Authorities and other governing jurisdictions during the performance of this contract.

G.8 MANDATORY SITE VISIT

A site visit can be requested by Prospective Offerors to inspect Air Traffic Control Tower (ATCT) and Base Building located at Wilkes-Barre/Scranton Airport, 534 Lidy Road, Dupont, PA 18641. All site visits shall be arranged for January 09, 2013 at 11:00A.M. Interested contractors shall contact, Mary Evans, Administrative Assistant, 48 hours prior to January 09, 2013 at Telephone Number 570-655-7511 Ext. 5231 to make arrangement.

**** Offers will be Only accepted from those contractors who have attended this walk-thru to assure a full understanding of the requirement.**

PART I - SECTION H**SPECIAL CONTRACT REQUIREMENTS****H.1 SECURITY REQUIREMENTS**

Specific security requirements are outlined in Clauses 3.14-2, "Contractor Personnel Suitability Requirements", 3.14-3, "Foreign Nationals as Contractor Employees" and 3.14-4, "Government-Issued Keys, Identification Badges and Vehicle Decals" and in Section I of this solicitation. The offeror is required to determine and provide for the effects, if any, that these security requirements may have on the offer, or contract performance. Failure of the offeror to determine the affect of these requirements on cost or performance beforehand will not excuse noncompliance, nor will it be the basis for modifying the contract after award to compensate for adherence to the requirements.

PART II - SECTION I CONTRACT CLAUSES

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.1.7-2	Organizational Conflicts of Interest (August 1997)
3.2.2.3-67	Special Precautions for Work at Operating Airports (July 2004)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with
Contractors Debarred, Suspended, or Proposed for Debarment (April 2011)	
3.2.2.7-8	Disclosure of Team Arrangements (April 2008)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 2010)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.3.1-1	Payments (April 1996)
3.3.1-10	Availability of Funds (May 1997) 3.3.2-1
3.4.2-6	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico (October
1996)	
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-13	Affirmative Action for Workers With Disabilities (October 2010)
3.6.2-28	Service Contract Act of 1965, as Amended (October 2010)
3.6.2-30	Fair Labor Standards Act and Service Contract Act - Price Adjustment
(Multiple Year and Option Contracts) (April 1996)	
3.6.2-35	Prevention of Sexual Harassment (August 1998)
3.6.2-38	Certification of Knowledge Regarding Child Labor End Products (July 2007)
3.6.2-39	Trafficking in Persons (January 2008)
3.6.3-7	Waste Reduction Program (July 2008)
3.6.3-13	Recycle Content and Environmentally Preferable Products (April 2009)
3.6.3-16	Drug Free Workplace (March 2009)
3.6.3-17	Efficiency in Energy-Using Products (April 2008)
3.6.3-19	Affirmative Procurement of Biobased Products Under Service and
Construction Contracts (July 2010)	
3.6.4-2	Buy American Act - Supplies (July 2010)
3.6.4-10	Restrictions on Certain Foreign Purchases (January 2010)
3.8.2-11	Continuity of Services (October 2008)
3.9.1-1	3.9.1-1 Contract Disputes (October 2011)
3.9.1-2	Protest After Award (August 1997)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-12	Changes - Fixed-Price (April 1996)
3.10.1-12	Alternate II Changes - Fixed-Price Alternate II (April 1996)
3.10.1-25	Novation and Change-Of-Name Agreements (October 2007)
3.10.2-1	Subcontracts (Fixed-Price Contracts) (April 1996)
3.10.6-1	Termination for Convenience of the Government (Fixed Price) (October
1996)	
3.10.6-4	Default (Fixed-Price Supply and Service) (October 1996)

3.13-3	Printing or Copying Double-Sided on Postconsumer Fiber Content Paper
(January 2012)	
3.13-5	Seat Belt Use by Contractor Employees (October 2001)
3.13-13	Reducing Text Messaging While Driving (January 2011)
3.14-5	Sensitive Unclassified Information (SUI) (August 2012)

3.2.4-34 Option to Extend Services (April 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

3.2.4-35 Option to Extend the Term of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)

Funds are not presently available for performance under this contract beyond September 30, 2013. The FAA 's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond September 30, 2013, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

3.3.1-33 System for Award Management (August 2012)

(a) Definitions. As used in this clause

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database.

"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the SAM database;

(B) comply with the requirements of AMS regarding novation and change-of-name agreements; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the

legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.sam.gov>.

(End of Clause)

3.4.1-10 Insurance - Work on a Government Installation (July 1996)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the "Schedule" or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing by letter or certificate of insurance, reflecting the FAA's contract number, that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Federal Aviation Administration's interest shall not be effective:

(1) for such period as the laws of the State in which this contract is to be performed prescribe, or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the "Schedule" or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies (reflecting the FAA's contract number to ensure proper filing of documents) available to the Contracting Officer upon request.

(End of clause)

3.4.1-12 Insurance (July 1996)

(a) During the term of this contract and any extension, the contractor shall maintain at its own expense the insurance required by this clause. Insurance companies shall be acceptable to the Federal Aviation Administration. Policies shall include all terms and provisions required by the Federal Aviation Administration.

(b) The contractor shall maintain and furnish evidence of the following insurance, with the stated minimum limits:

(1) Worker's Compensation and Employer's Liability. The contractor shall comply with applicable Federal and State workers' compensation and occupational disease statutes. The contractor shall maintain employer's liability coverage of at least \$100,000, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(2) General Liability. The contractor shall maintain bodily injury general liability insurance written on a comprehensive form of policy of at least \$100,000* per person and \$500,000* per occurrence. Property damage limits, if any, will be set forth elsewhere in the "Schedule."

(3) Automobile Liability. If automobiles will be used in connection with performance of this contract, the contractor shall maintain automobile liability insurance written on a comprehensive form of policy with coverage of at least \$200,000* per person and \$500,000* per occurrence for bodily injury and \$20,000* per occurrence for property damage.

(4) Aircraft Liability. If aircraft will be used in connection with performance of this contract, the contractor shall maintain aircraft public and passenger liability insurance with coverage of at least \$200,000* per person and \$500,000* per occurrence for bodily injury other than passenger liability, and \$200,000* per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000* multiplied by the number of seats or passengers, whichever is greater.

(5) Watercraft Liability. When watercraft will be used in connection with performing the contract, the contractor shall provide watercraft liability insurance. Limits shall be at least \$1,000,000* per occurrence. The policy shall include coverage for owned, non-owned and hired watercraft.

(6) Environmental Impairment Liability. When the contract may involve hazardous wastes, the contractor shall provide environmental impairment liability insurance with coverage of at least \$1,000,000* bodily injury per occurrence and \$1,000,000* property damage per occurrence. Such insurance shall include coverage for the clean up, removal, storage, disposal, transportation, and use of pollutants.

(7) Medical Malpractice. When the contract will involve health care services, the contractor shall maintain medical malpractice liability insurance with coverage of at least \$500,000* per occurrence.

(c) Each policy shall include substantially the following provision:

"It is a condition of this policy that the company furnish written notice to the U.S. Federal Aviation Administration 30 days in advance of the effective date of any reduction in or cancellation of this policy."

(d) The contractor shall furnish a certificate of insurance or, if required by the Contracting Officer, true copies of liability policies and manually countersigned endorsements of any changes, including the FAA's contract number to ensure proper filing of documents. Insurance shall be effective, and evidence of acceptable insurance furnished, before beginning performance under this contract. Evidence of renewal shall be furnished not later than five days before a policy expires.

(e) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.

*Unless modified in the "Schedule"

(End of clause)

3.4.2-8

Federal, State, and Local Taxes - Fixed Price Contract (April 1996)

(a) Definitions:

(1) 'Contract date,' as used in this clause, means the effective date of this contract or modification.

(2) 'All applicable Federal, State, and local taxes and duties,' as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

(3) 'After-imposed Federal tax,' as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

(4) 'After-relieved Federal tax,' as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

Employee class Monetary Wage - Fringe Benefits

Janitor \$11.08 per hour \$3.71 per hour

3.6.2-40

Nondisplacement of Qualified Workers (April 2009)

(a) The contractor and its subcontractors must, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors must determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b), there must be no employment opening under this contract, and the contractor and any subcontractors must not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors must make an express offer of employment to each employee as provided herein and must state the time within which the employee must accept such offer. In no case must the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors:

(1) May employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge;

(2) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act; and

(3) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) The contractor must, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list must contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list must be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract must also include provisions to ensure that the subcontractor will provide the contractor with the information about employees of the subcontractor needed by the contractor to comply with this clause. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions

for non-compliance; however, if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

(End of clause)

3.13-1 Approval of Contract (October 2001)

This contract is subject to the written approval of [identify title of designated agency official here] and shall not be binding until so approved.

(End of clause)

3.14-2 Contractor Personnel Suitability Requirements (January 2011)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

[To be entered by the CO based on the 1600-77(s) approved by the SSE]

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;

- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

Federal Aviation Administration
Eastern Regional Office
159-30 Rockaway Blvd.
Jamaica, NY 11434
Attn: Theresa Patterson (718)553-3159
Attn: Patricia Kobbe (718) 553-3166

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee

from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this Clause.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) Cards, and Vehicle Decals (April 2012)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle

decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Representative (COR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [CO to enter appropriate amount] for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COR, and [CO to insert name of local security division or staff and facility management office]. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the [CO to insert location] must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the [CO to insert name and location of the person who will process the document]. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting [CO to insert point of contact with phone number].

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

PART III - SECTION J**LIST OF ATTACHMENTS**

ATTACHMENT NO.	TITLE
1.	Wage Determination No.: 2005-2453 Revision No.: 12 Date of Revision: 06/13/2012
2.	Client Past Performance Documentation
3.	Cost Breakdown Sheet
4.	System for Award Management (letter)

3.1-1 **Clauses and Provisions Incorporated by reference (December 2005)**

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.6.3-18 **Biobased Product Certification** (July 2010)

(End of provision)

Phone number:

(End of provision)

(a) Definitions.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.7-7

Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-33 System for Award Management (August 2012)

In accordance with Clause 3.3.1-33, System for Award Management, offeror certifies that they are registered in the SAM Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (August 2012)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from SAM clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

BUSINESS DECLARATION

- 1 Name of Firm: _____ Tax Identification No.: _____
- 2 Address of Firm: _____ DUNS No.: _____
- 3 a. Telephone Number of Firm: _____ b. Fax Number of Firm: _____
- 4 a. Name of Person Making Declaration _____
- b. Telephone Number of Person Making Declaration _____
- c. Position Held in the Company _____
- 5 Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (Specify) _____ ☐ f. Other (Specify) _____
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business
- 6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) _____

- 7 Nature of Business (Specify all services/products (NAIC)) _____
- 8 (a) Years the firm has been in business _____ (b) No. of Employees _____
- 9 Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
- ☐ c. Other (Explain) _____
- 10 Gross receipts of the firm for the last three years:
- | | |
|-------------------------|---------------------------|
| a.1. Year Ending: _____ | b.1. Gross Receipts _____ |
| a.2. Year Ending: _____ | b.2. Gross Receipts _____ |
| a.3. Year Ending: _____ | b.3. Gross Receipts _____ |
- 11 Is the firm a small business? ☐ a. Yes ☐ b. No
- 12 Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
- 13 Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING

ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

14. a. Signature _____ b. Date: _____
- c. Typed Name _____ d. Title: _____

PART IV - SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.2.2.3-1	False Statements in Offers (July 2004)
3.2.2.3-11	Unnecessarily Elaborate Submittals (July 2004)
3.2.2.3-12	Amendments to Screening Information Requests (July 2004)
3.2.2.3-13	Submission of Information/Documentation/Offers (July 2004)
3.2.2.3-16	Restricting, Disclosing and Using Data (July 2004)
3.2.2.3-17	Preparing Offers (July 2004)
3.2.2.3-18	Prospective Offeror's Requests for Explanations (March 2009)
3.2.2.3-19	Contract Award (July 2004)
3.2.2.3-14	Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)

(a) The FAA (we) will consider an offers received after the time specified for receipt only if we receive it before making an award and --

(1) The offeror (you) sent it by registered or certified mail not later than the fifth calendar day before the date specified for receiving offers (for example, you must have mailed an offer by the 15th in response to a SIR requiring that we receive offers by the 20th);

(2) You sent it by mail or, if authorized by the SIR, by telegram and we determine that we received it late only because of mishandling by the FAA;

(3) You sent it by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. in the time zone from which you mailed it, two working days before the date specified for receiving offers. The term 'working days' excludes weekends and U.S. Federal holidays;

(4) You transmitted it electronically by a method the SIR authorized and the Contracting Officer (CO) received it by 5:00 p.m. in the CO's office on the date specified for receiving offers; or

(5) It is the only offer we received.

(b) Any modification you make to your offer for a reason other than the CO's request is subject to subparagraphs (a)(1), (2), and (3).

(c) We will not consider a modification resulting from the CO's request received after the time and date specified in the request. The exception to this is if we received it before we awarded the contract and we received it late only because we mishandled it;

(d) The U.S. or Canadian postmark is the only acceptable evidence of the date you mailed a late offer or modification sent by registered or certified mail. The postmark must be on the envelope or wrapper and on the original receipt from the U.S. or Canadian postal service. Both postmarks must show a legible date or we will consider the offer to have been mailed late. 'Postmark' means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been applied by the postal service on the date of mailing. Therefore, you should ask the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(e) Our time and date stamp on the wrapper or other documentary evidence of receipt are the only acceptable evidence of when we received it.

(f) The date the post office receiving clerk enters is the only acceptable evidence of the date you mailed a late offer, modification, or withdrawal sent by Express Mail Next Day Service. The postmark must be on the envelope or wrapper and on the original receipt from the postal service. 'Postmark' has the same meaning as in paragraph (d), excluding Canadian postmarks. Therefore, you should ask the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Despite paragraph (a), we will consider a late modification of an otherwise acceptable offer if the modification makes the offer's terms more favorable to the FAA.

(h) You may withdraw your offer by written notice or by any other means specified in this SIR for submitting offers. If the SIR allows electronic offers, this provision is subject to the conditions specified in provision 3.2.2.3-20, 'Electronic Offers.' You may withdraw offers in person either directly or through an authorized representative identified to FAA through the procedures in provision 3.2.2.3-77, "Authorizing Agents." We must receive any withdrawal before we award the contract.

(End of provision)

3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by **E-mail** or on a **CD**. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

I/We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically via e-mail to fred.lockridge@faa.gov or send CD to the following address:

Federal Aviation Administration
1 Aviation Plaza
Jamaica, NY 11434-4809
Attn: Frederick A. Lockridge, Contracting Officer

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of p

3.2.2.3-22

Period of Acceptance of Offer (July 2004)

The offeror (you) agrees that if this offer is accepted within **60** calendar days from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

3.2.4-1

Type of Contract (April 1996)

The FAA contemplates award of a **Firm Fixed Contract** resulting from this Screening Information Request.

(End of provision)

3.9.1-3

Protest (October 2011)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Ave., S.W.
Room 323
Washington, DC 20591

Telephone: (202) 267-3290
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

L-001**REQUIRED SUBMISSIONS**

The solicitation does not commit the Government to (i) pay any costs incurred in the preparation of a proposal, or (ii) procure or contract for any services/supplies described herein. Any information requested which cannot be verified and/or is incorrect will receive no credit in the associated evaluation factor. Offeror is required to complete:

- (a). **Cover letter stating that no exceptions are taken to any specification requirements or Contract terms and conditions, or a detailed summary of all exceptions taken.**
- (b). **Page 1: Solicitation, Offer and Award, Form SF-33, Solicitation, Offer/Award**
- (c). **Page 3: Section B, Supplies/Services & Price/Cost**
- (d). **Page 28-33: Section K, Representations and Certifications to include Business Declaration Form.**
- (e). **Detailed Cost Breakdown (Offeror shall submit a detailed cost proposal to include Direct Labor Rate, Fringe Benefit Rate, Overhead and G&A Rates, Other Direct Costs and Profit for Base Year plus 4 Option Periods). Attachment # 3 may be utilized .**

L-002**Financial Capability Documentation**

Offeror shall provide a letter from his/her financial institution indicating credit worthiness of company and financial capability. (Example: Average monthly balances and line of credit). Offeror shall have adequate financial resources to perform the contract.

L-003**Insurability Documentation**

Offeror shall provide insurance eligibility from companies authorized to do work in the State of **Pennsylvania** and shall cover all operations under the contract whether performed by Contractor or by his Sub-Contractors.

L-004**Client Past Performance Documentation**

Offerors shall submit Client Past Performance Documentation from last three (3) contracts completed of Similar Scope. Client Past Performance Documentation shall be submitted with offers. Each offeror will be evaluated on his/her past performance as provided by **his/her Clients**. Past Performance information may be used for responsibility determination.

The government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. Past Performance Information will be collected using **attachment # 2**. References identified by the offeror may be contacted by the FAA with the information received used in the evaluation of the offeror's past performance.

L-005

Directions for submitting Proposals, Modifications and Withdrawals

- (A) Offerors wishing to submit a proposal, modification or withdrawal through the U.S. Postal Service, Certified and Registered Mail, Special Delivery, Email or U.S. Postal Express shall address correspondence to

Department of Transportation
Federal Aviation Administration
1 Aviation Plaza
Jamaica, NY 11434
Attn: Frederick Lockridge-Contracting Officer, AAQ-510-NY
Tel: 718-553-3087
Email: fred.lockridge@faa.gov

No submission later than 4:00 P.M., Eastern Standard Time on 01/23/2013.

(B) Submission of Proposals:

(1) Offers and modifications shall be submitted in a sealed envelope or package addressed to the office in (A) above. Submittal should indicate time and date specified for receipt, the Request for Offer (RFO) and the name and address of the offeror.

(2) Electronic submission and modification will be considered by the close of offer time and date. Offers must be received by **January 23, 2013, 4:00 P.M.**, Eastern Standard Time.

(3) Due to security reasons, HAND CARRIED PROPOSALS, MODIFICATIONS OR WITHDRAWALS WILL NOT BE ALLOWED.

L-006 Solicitation Clarification to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of this solicitation, specifications, etc., must request it in writing at least five (5) days prior to the date specified for receipt of proposals. Oral explanations or instructions are not authorized, and shall not be binding for contract purposes. The **Contracting Officer** is the only person authorized to make clarifications, interpretations, or changes to the specifications. Any clarification or interpretation information given to perspective offerors concerning a solicitation will be furnished to all other prospective offerors, at the same time, if that information is necessary in submitting offerors or the lack of it would be prejudicial to other offerors.

Offerors should send their clients a letter to the following effect authorizing the client to provide past performance information to the government.

Sample Client Authorization Letter

Dear "Client":

We are currently responding to the Federal Aviation Administration Screening Information Request (SIR) Number **DTFAEN-11-R-00003** for the procurement of janitorial services to be performed at Wilkes-Barre/Scranton International Airport, Dupont, PA.

The FAA is placing increased emphasis in its procurement on past performance/experience as an evaluation factor. The FAA is requiring that clients of entities responding to its Screening Information Requests (SIRS) be identified and their participation in the evaluation process be requested. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries.

Sincerely,

L-007 DIRECTION FOR SUBMITTING PROPOSALS, MODIFICATIONS, WITHDRAWALS

- (A) All Community Rehabilitation Programs (CPR) wishing to submit a proposal, modification or withdrawal through the U.S. Postal Service, Certified and Registered Mail, Special Delivery, Email or U.S. Postal Express shall address correspondence to:

DOT/Federal Aviation Administration
1 Aviation Plaza
Jamaica, New York 11434
ATTN: Frederick A. Lockridge, Contracting Officer, AAQ-510-NY
Tele: (718) 553-3087
Email: fred.lockridge@faa.gov

(B) SUBMISSION OF PROPOSALS:

- (1) Offers and modifications shall be submitted in a sealed envelope or package addressed to the office specified in (A) above. Submittals should indicate the time and date specified for receipt, the Request for Quotation Number and the name and address of the offeror.
- (2) ELECTRONIC SUBMISSION AND MODIFICATIONS WILL BE CONSIDERED BY CLOSE OF OFFER TIME AND DATE. OFFERS MUST BE RECEIVED BY January 23, 2013, 4:00 P.M., Eastern Standard Time.
- (3) HAND DELIVERED OFFERS AND MODIFICATIONS **WILL NOT** BE CONSIDERED.

PART IV - SECTION M

EVALUATION FACTORS FOR AWARD

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.2.4-29	Evaluation Exclusive of Options (April 1996)
3.2.4-31	Evaluation of Options (April 1996)

- (a) The Government may award a contract based upon this RFO, at the discretion of the source selection official and subject to the availability of funds, to the responsible offeror whose submittal conforms to the requirements and terms and conditions, and is considered to be **Lowest Priced, Technically Acceptable Proposal**.
- (b) The Government may (1) reject any or all submittals if such action is in the public interest, and (2) waive informalities and minor irregularities in offers received.
- (c) The Government intends to evaluate submittals and award a contract, either on initial submittals without communications, or on initial or subsequent submittals with communications. In evaluating the submittals, the Government may conduct written or oral communications with any and/or all offerors, and may down-select the firms participating in the competition to only those offerors most likely to receive award. A submittal in response to an RFO should contain the offeror's best terms from a cost or price and technical standpoint.
- (d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are communications after its receipt, unless a written notice of withdrawal is received before award. Communications conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.
- (e) The Government may determine (if applicable) that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the low evaluated offer.
- (f) The Government may disclose the following information in post-award debriefings to other offerors: (1) the source selection official's decision; (2) the offeror's evaluated standings relative to the successful offeror(s); and (3) a summary of the evaluation findings relating to the offeror.
- The Government will award a contract to the offeror who submits the lowest reasonable price. A price is "reasonable" if it does not exceed that which a prudent person would pay in the conduct of a competitive business. When determining reasonableness, the Government reserves the right to compare each offerors' proposed prices to the competing offerors' proposed price. This is a negotiated procurement which may or may not include discussions with the offerors.

M-0002 EVALUATION CRITERIA:

Prospective offers are required to submit a technical and business proposal as discussed herein. Proposals shall be technically evaluated as either "acceptable" or "not acceptable" on the basis of the following criteria.

- (1) **Financial Capability Documentation**
- (2) **Insurability Documentation**
- (3) **Client Past Performance Documentation**

Sub factors:

- *Effective Management*
- *Timeliness of Performance*
- *Quality of Service*
- *Customer Satisfaction*
- *Cost Control*

Contract will be Awarded based on Lowest Priced, Technically Acceptable proposal.

Any proposal determined to be "not acceptable" in any evaluated area, criteria, or sub-element thereof, shall render the entire proposal to be unacceptable and therefore rejected from further consideration. One-on-one discussions may be held at the option of the Government, with one or more offers, as determined necessary by the Contracting Officer, to clarify statements, resolve issues and omissions, etc.

Financial Capability Documentation

Successful Financial Capability will be evaluated based upon input from offeror's financial institution. Offeror shall provide a **letter** from his/her financial institution indicating credit worthiness of company and financial capability. (Example: **Average monthly balances and line of credit**). Offeror shall have adequate financial resources to perform the contract.

The estimated monthly cost of this project is between \$ **2,500.00** and \$ **3,500.00**.

Offeror's financial history to include commitments to all current contracts reflect a monthly bank balance or line of credit exceeding **\$10,500.00**. This is based on the contract estimated monthly cost of the contract and being able to float payrolls and expenses for a period to exceed three months.

Insurability Documentation

Offeror shall provide insurance eligibility from companies authorized to do work in the State of **Pennsylvania** and shall cover all operations under the contract whether performed by Contractor or by his Sub-contractors. General public liability insurance providing limits of liability for bodily injury of not less than five (5) hundred thousand dollars for each occurrence and one (1) hundred thousand dollars each person. Worker Compensation and Employer liability of not less than one (1) hundred thousand dollars.

Past Performance

Successful past performance will be evaluated based upon input received from offerors' Clients that are familiar with the work ethic and standards of the offeror. Offerors will be evaluated as to whether their company has track records of **effective management, quality of service, timeliness of performance, customer satisfaction and cost control**.

The following definitions apply:

Acceptable: The offerors' service satisfied the Government's minimum requirements as specified in the SIR. To the extent there are any weaknesses, they are few and unlikely to affect overall program performance.

Unacceptable: The offerors' service does not meet the minimum requirements as specified in the SIR. Expected performance is likely to be impacted by the Offerors' proposal.

Cost

The total evaluated Base Period and Four One-Year Option Prices will be considered in making an award decision. Prices will be assessed as to price fairness and reasonableness. The definition for fairness and reasonableness is as follows:

Reasonableness/Fairness: A price is reasonable if its nature and amount, it does not exceed that which a prudent person would pay in the conduct of a competitive business.